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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

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EDIE GOLIKOV, individually and on  
behalf of all others similarly  
situated,

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*Plaintiff,*

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v.

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WALMART INC.,

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*Defendant.*

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Case No. 2:24-cv-08211-RGK-MAR

**STIPULATED PROTECTIVE  
ORDER**

1 1.1 PURPOSES AND LIMITATIONS<sup>1</sup>

2 Disclosure and discovery activity in this action are likely to involve production  
3 of confidential, proprietary, or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting this litigation  
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to discovery  
8 and that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Section  
11 12.3, below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
13 that must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal.

15 1.2 GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and other  
17 valuable research, development, commercial, financial, technical and/or proprietary  
18 information for which special protection from public disclosure and from use for any  
19 purpose other than prosecution of this action is warranted. Such confidential and  
20 proprietary materials and information consist of, among other things, confidential  
21 business or financial information, information regarding confidential business  
22 practices, or other confidential research, development, or commercial information  
23 (including information implicating privacy rights of third parties), and information  
24 otherwise generally unavailable to the public or that may be privileged or otherwise

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27 <sup>1</sup> Defendant Walmart Inc. has filed a Motion to Compel Arbitration and  
28 maintains that Plaintiff's claims should be arbitrated. Given the imminent fact  
discovery cut-off, however, Walmart stipulates to entry of Protective Order to preserve  
its rights. Walmart reserves all rights and waives none by so stipulating.

1 protected from disclosure under state or federal statutes, court rules, case decisions, or  
2 common law. Accordingly, to expedite the flow of information, to facilitate the prompt  
3 resolution of disputes over confidentiality of discovery materials, to adequately protect  
4 information the parties are entitled to keep confidential, to ensure that the parties are  
5 permitted reasonable necessary uses of such material in preparation for and in the  
6 conduct of trial, address their handling at the end of the litigation, and serve the ends of  
7 justice, a protective order concerning such information is justified in this matter. It is  
8 the intent of the parties that information will not be designated as confidential for  
9 tactical reasons and that nothing be so designated without a good-faith belief that it has  
10 been maintained in a confidential, nonpublic manner, and there is good cause why it  
11 should not be part of the public record of this case.

12 2. **DEFINITIONS**

13 2.0 **Action**: All references to “Action,” “this action,” or “the action” refer to  
14 this pending federal lawsuit, *Edie Golikov v. Walmart Inc.*, No. 2:24-cv-08211-RGK-  
15 MAR (C.D. Cal.).

16 2.1 **Challenging Party**: A Party or Non-Party that challenges the designation  
17 of information or items under this **Order**.

18 2.2 **“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**

19 **Information or Items**: Materials containing corporate trade secrets, nonpublic research  
20 and development data, including, but not limited to, cost data, pricing formulas,  
21 inventory management programs, and other sales or business information not known to  
22 the public; information obtained from a non-party pursuant to a nondisclosure  
23 agreement; and CUSTOMER-RELATED PROTECTED DATA (as defined below).

24 2.3 **“CONFIDENTIAL” Information or Items**: Information (regardless of how it  
25 is generated, stored or maintained) or tangible things that qualify for protection under  
26 **Federal Rule of Civil Procedure 26(c)**, and as specified above in the good cause  
27 statement, that does not fall within the definition of HIGHLY CONFIDENTIAL –  
28 ATTORNEYS’ EYES ONLY.

1       2.4 **CUSTOMER-RELATED PROTECTED DATA**: Any information that a  
2 party believes in good faith to be subject to federal, state, or foreign data protection  
3 laws or other privacy obligations. Examples of such data protection laws include but  
4 are not limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial  
5 information); and, The Health Insurance Portability and Accountability Act and the  
6 regulations thereunder, 45 CFR Part 160 and Subparts A and E of Part 164 (medical  
7 information). Certain CUSTOMER-RELATED PROTECTED DATA may compel  
8 alternative or additional protections beyond those afforded HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY material, in which event the parties  
10 shall meet and confer in good faith, and, if unsuccessful, shall move the Court for  
11 appropriate relief.

12       2.5 **Counsel (without qualifier)**: Outside Counsel of Record and House  
13 Counsel (as well as their support staff).

14       2.6 **Designating Party**: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17       2.57 **Disclosure or Discovery Material**: all items or information, regardless of  
18 the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21       2.8 **Expert**: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
23 expert witness or as a consultant in this action.

24       2.9 **House Counsel**: attorneys who are employees of a party to this action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27       2.10 **Non-Party**: any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1        211 Outside Counsel of Record: attorneys who are not employees of a party to  
2 this action but are retained to represent or advise a party to this action and have  
3 appeared in this action on behalf of that party or are affiliated with a law firm which  
4 has appeared on behalf of that party.

5        2.12 Party: any party to this action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8        2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this action.

10        2.14 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
13 their employees and subcontractors.

14        2.15 Protected Material: any Disclosure or Discovery Material that is designated  
15 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY.”

17        2.16 Receiving Party: A Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19        3. SCOPE

20        The protections conferred by this Stipulation and Order cover not only Protected  
21 Material (as defined above), but also (1) any information copied or extracted from  
22 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
23 Material; and (3) any testimony, conversations, or presentations by Parties or their  
24 Counsel that might reveal Protected Material. Further, the protections conferred by this  
25 Protective Order apply to both Protected Material produced by a party and Protected  
26 Material produced by a non-party in connection with this litigation. In the event  
27 additional parties join or intervene in this litigation, the newly joined part(y/ies) shall  
28 not have access to Protected Material until its/their counsel has executed and, at the

1 request of any party, filed with the Court the agreement of such part(y/ies) and such  
2 counsel to be fully bound by this Order Any use of Protected Material at trial shall be  
3 governed by a separate agreement or order.

4 **4. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations  
6 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
7 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
8 the later of (1) dismissal of all claims and defenses in this action, with or without  
9 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
10 appeals, rehearings, remands, trials, or reviews of this action, including the time limits  
11 for filing any motions or applications for extension of time pursuant to applicable law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

14 Each Party or Non-Party that designates information or items for protection under this  
15 Order must take care to limit any such designation to specific material that qualifies  
16 under the appropriate standards. The Designating Party must designate for protection  
17 only those parts of material, documents, items, or oral or written communications that  
18 qualify – so that other portions of the material, documents, items, or communications  
19 for which protection is not warranted are not swept unjustifiably within the ambit of  
20 this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations  
22 that are shown to be clearly unjustified or that have been made for an improper  
23 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
24 impose unnecessary expenses and burdens on other parties) may expose the  
25 Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it  
27 designated for protection do not qualify for protection, that Designating Party must  
28 promptly notify all other Parties that it is withdrawing the mistaken designation.

1       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
4 Order must be clearly so designated before the material is disclosed or produced.

5       Designation in conformity with this Order requires:

6       (a) For information in documentary form (e.g., paper or electronic documents,  
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
8 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
9 – ATTORNEYS’ EYES ONLY” to each page that contains protected material. For  
10 electronic information produced in native format, such that it is impractical to affix the  
11 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY” to each page (e.g., excel files), the filename may contain the designation  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY.” If only a portion or portions of the material on a page qualifies for protection,  
15 the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
16 appropriate markings in the margins).

17       A Party or Non-Party that makes original documents or materials available for  
18 inspection need not designate them for protection until after the inspecting Party has  
19 indicated which material it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be deemed  
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting  
22 Party has identified the documents it wants copied and produced, the Producing Party  
23 must determine which documents, or portions thereof, qualify for protection under this  
24 Order. Then, before producing the specified documents, the Producing Party must affix  
25 the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
26 ONLY” legend to each page that contains Protected Material. If only a portion or  
27 portions of the material on a page qualifies for protection, the Producing Party also must  
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1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
4 the Designating Party identify on the record, before the close of the deposition,  
5 hearing, or other proceeding, whether the testimony contains protected material. When  
6 it is impractical to identify separately each portion of testimony that is entitled to  
7 protection and it appears that substantial portions of the testimony may qualify for  
8 protection, the Designating Party may invoke on the record (before the deposition,  
9 hearing, or other proceeding is concluded), or by written notice to all parties within  
10 three business days after the deposition, a right to make the designation within 28 days  
11 from receipt of the transcript for such proceeding or the rough transcript for the  
12 deposition. If a party or non-party desires to protect confidential information at trial,  
13 the issue should be addressed during the pre-trial conference.

14 (c) for information produced in some form other than documentary and for any  
15 other tangible items, that the Producing Party affix in a prominent place on the exterior  
16 of the container or containers in which the information or item is stored the legend  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18 ONLY.” If only a portion or portions of the information or item warrant protection, the  
19 Producing Party, to the extent practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material. Upon  
23 timely correction of a designation, the Receiving Party must make good-faith,  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order. If such information has been disclosed to persons who, under  
26 the new designation, is not qualified to receive such materials under paragraph 7, the  
27 party who disclosed such information shall take reasonable efforts to retrieve such  
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1 information, advise the recipient that such information is confidential, and confirm  
2 with the producing party that such steps have been taken.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's Scheduling  
6 Order.

7 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9 The burden of persuasion in any such challenge proceeding shall be on the  
10 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
11 to harass or impose unnecessary expenses and burdens on other parties) may expose  
12 the Challenging Party to sanctions. Unless the Designating Party has waived or  
13 withdrawn the confidentiality designation, all parties shall continue to afford the  
14 material in question the level of protection to which it is entitled under the Producing  
15 Party's designation until the court rules on the challenge.

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action has been terminated, a Receiving  
22 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order. The Parties agree to provide adequate security to protect  
26 data produced by the other Part(y/ies) or by Non-Parties. This includes secure data  
27 storage systems, established security policies, and security training for employees,  
28 contractors and experts. Adequate security also includes such measures as data

1 encryption in transit, data encryption at rest, data access controls, and physical  
2 security, whether hosted/outsourced to a vendor or on premises. At a minimum, any  
3 receiving party subject to the terms of this Confidentiality Order, will provide  
4 reasonable measures to protect non-client data consistent with the American Bar  
5 Association Standing Committee on Ethics and Professional Responsibility, Formal  
6 Opinion 477R.

7 7.2 Disclosure of “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY” Information or Items.

9 7.2.1 Unless otherwise ordered by the court or permitted in writing by the  
10 Designating Party, a Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
14 disclose the information for this Action ;

15 (b) the officers, directors, and employees (including House Counsel) of the  
16 Receiving Party to whom disclosure is reasonably necessary for this Action ;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
18 is reasonably necessary for this Action and who have signed the “Acknowledgment  
19 and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, mock  
22 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
23 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
24 (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is  
26 reasonably necessary and who have signed the “Acknowledgment and Agreement to  
27 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
28 by the court. Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal Protected Material may be separately bound by the court reporter and may not  
2 be disclosed to anyone except as permitted under this Stipulated Protective Order;

3 (g) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information; and

5 (h) any mediator and their staff, as mutually agreed by the parties engaged in  
6 settlement discussions.

7 7.2.2 Unless otherwise ordered by the court or permitted in writing by the  
8 Designating Party, materials and information designated “HIGHLY CONFIDENTIAL  
9 – ATTORNEYS’ EYES ONLY” shall only be disclosed to the Court, Counsel, and  
10 Experts retained by a Party.

11 7.3 Restriction on Disclosure to Direct Competitors. Notwithstanding the  
12 foregoing, Protected Material shall not be disclosed to any current or former  
13 employees of, or current or former consultants, advisors, or agents of, a direct  
14 competitor of any party named in the litigation. If a Receiving Party is in doubt about  
15 whether a particular entity is a direct competitor of a party named in this lawsuit, then  
16 before disclosing any Protected Material to a current or former employee, consultant,  
17 advisor, or agent of that entity, the Receiving Party’s counsel must confer with counsel  
18 for the Producing Party.

19 7.4 Prior to using Protected Material or the information contained therein at  
20 any hearing that is open to the public, the party seeking to use the Protected Material  
21 must give at least seven (7) days advance notice to the producing party of the intent to  
22 use the Protected Material so that the producing party may seek an appropriate Court  
23 Order to protect the Protected Material.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
25 OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation that  
27 compels disclosure of any information or items designated in this action as  
28

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
2 that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall  
4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to  
6 issue in the other litigation that some or all of the material covered by the subpoena or  
7 order is subject to this Protective Order. Such notification shall include a copy of this  
8 Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
10 the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with  
12 the subpoena or court order shall not produce any information designated in this action  
13 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY” before a determination by the court from which the subpoena or order issued,  
15 unless the Party has obtained the Designating Party’s permission. The Designating  
16 Party shall bear the burden and expense of seeking protection in that court of its  
17 Protected Material – and nothing in these provisions should be construed as  
18 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
19 directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
21 IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-  
23 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
25 Non-Parties in connection with this litigation is protected by the remedies and relief  
26 provided by this Order. Nothing in these provisions should be construed as prohibiting  
27 a Non-Party from seeking additional protections.

28

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order.

1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 11.1 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection,  
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
9 may be established in an e-discovery order that provides for production without prior  
10 privilege review.

11 11.2 Pursuant to Fed. R. Evid. 502(d), the production of any documents,  
12 electronically stored information (ESI) or information, whether inadvertent or  
13 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other  
14 federal or state proceeding, constitute a waiver by the producing party of any privilege  
15 applicable to those documents, including the attorney-client privilege, attorney work-  
16 product protection, or any other privilege or protection recognized by law. This Order  
17 shall be interpreted to provide the maximum protection allowed by Fed. R. Evid.  
18 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein  
19 is intended to or shall serve to limit a party’s right to conduct a review of documents,  
20 ESI or information (including metadata) for relevance, responsiveness and/or  
21 segregation of privileged and/or protected information before production. Information  
22 produced in discovery that is protected as privileged or work product shall be  
23 immediately returned to the producing party.

24 11.3 If the receiving party has reason to believe that a produced document or  
25 other information may reasonably be subject to a claim of privilege, then the receiving  
26 party shall immediately sequester the document or information, cease using the  
27 document or information and cease using any work product containing the  
28 information, and inform the producing party of the beginning BATES number of the

1 document or, if no BATES number is available, otherwise inform the producing party  
2 of the information.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 **12.3 Filing Protected Material.** Without written permission from the  
12 Designating Party or a court order secured after appropriate notice to all interested  
13 persons, a Party may not file in the public record in this action any Protected Material.  
14 A Party that seeks to file under seal any Protected Material must comply with Civil  
15 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
16 order authorizing the sealing of the specific Protected Material at issue. If a Receiving  
17 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5  
18 is denied by the court, then the Receiving Party may file the information in the public  
19 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

20 **13. FINAL DISPOSITION**

21 Within 30 days after the final disposition of this action, as defined in paragraph  
22 4, each Receiving Party must return all Protected Material to the Producing Party or  
23 destroy such material. As used in this subdivision, "all Protected Material" includes all  
24 copies, abstracts, compilations, summaries, and any other format reproducing or  
25 capturing any of the Protected Material. Whether the Protected Material is returned or  
26 destroyed, the Receiving Party must submit a written certification to the Producing  
27 Party (and, if not the same person or entity, to the Designating Party) by the 30 day  
28 deadline that (1) identifies (by category, where appropriate) all the Protected Material

1 that was returned or destroyed and (2) affirms that the Receiving Party has not retained  
2 any copies, abstracts, compilations, summaries or any other format reproducing or  
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
4 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
5 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
6 expert reports, attorney work product, and consultant and expert work product, even if  
7 such materials contain Protected Material. Any such archival copies that contain or  
8 constitute Protected Material remain subject to this Protective Order as set forth in  
9 Section 4 (DURATION).

10  
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12  
13 DATED: May 19, 2025

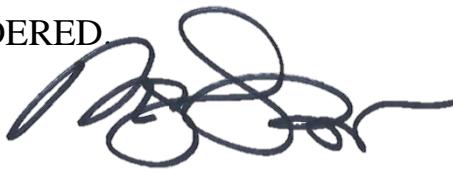
*Richard Lyon*  
Richard Lyon  
Attorney for Plaintiff  
EDIE GOLIKOV

14  
15  
16 DATED: May 19, 2025

*Jacob M. Harper*  
Jacob M. Harper  
Attorneys for Defendant  
WALMART INC.

17  
18  
19  
20 PURSUANT TO STIPULATION, IT IS SO ORDERED.

21  
22 DATED: 5/28/2025

  
HON. MARGO A. ROCCONI  
United States Magistrate Judge

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Edie Golikov v. Walmart Inc.*, Case No. 2:24-cv-08211-RGK-MAR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_